



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 20, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

PUBLIC LIBRARY: REQUEST TO APPROVE GROUNDS MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF CULVER CITY (SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

The Public Library is recommending Board approval of a grounds maintenance services agreement with the City of Culver City for the Japanese Rock Garden located at the Culver City Julian Dixon Library. The proposed agreement is for five years at a total cost of \$53,571.00. The agreement shall be effective July 1, 2008 through June 30, 2013.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached five-year agreement for grounds maintenance services with the City of Culver City for the Japanese Rock Garden located at the Culver City Julian Dixon Library, at a total cost of \$53,571.00, effective July 1, 2008 through June 30, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Library is recommending Board approval of a grounds maintenance services agreement with the City of Culver City (City) for the Japanese Rock Garden located at the Culver City Julian Dixon Library. The rock garden requires specialized care which the City has provided since 1975. The Public Library is satisfied with the services currently provided by the City and wishes to continue the relationship with the City. Approval of the recommended action will allow the continuation of the grounds maintenance services for the Japanese Rock Garden without interruption.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

Approval of this recommended action is consistent with the County's Strategic Plan goals in the areas of Service Excellence (1), Organizational Effectiveness (3) and Fiscal Responsibility (4).

FISCAL IMPACT/FINANCING

The City will provide grounds maintenance services for the Culver City Julian Dixon Library for five consecutive years at a total cost of \$53,571.00. The annual service period under the proposed agreement will be July 1 through June 30. The City will invoice the Public Library on a fiscal year basis. In the event the City is prevented from performing the grounds maintenance services for the Library, the City shall return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library. The cost of this agreement will be paid from existing funds included in the Public Library's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized to approve this agreement pursuant to Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

On May 20, 2003, the Board approved an agreement with the City of Culver City for the same services for a term of 5 years, effective July 1, 2003 through June 30, 2008.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a city. County Counsel has reviewed and approved the proposed agreement as to form.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive bid is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grounds maintenance services provided under the recommended agreement are essential to Public Library operations at the Culver City Julian Dixon Library.

The Honorable Board of Supervisors
May 20, 2008
Page 3

CONCLUSION

Please return one adopted stamped copy of this letter to the Public Library and one to County Counsel, Social Services Division. In addition, please return to the Public Library two fully conformed copies of the Contract with original signatures.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line and a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF: LS
MDT:DF:MR:bf

Attachments (1)

c: County Counsel
Auditor-Controller
Public Library



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF CULVER CITY

FOR

GROUNDS MAINTENANCE SERVICES

76553

31 MAY 20, 2008

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CULVER CITY, CALIFORNIA

This agreement entered into this 20TH day of MAY 2008 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Culver City, hereinafter referred to as "CITY" (this Agreement").

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the area known as the Japanese Rock Garden (the "Rock Garden") on the grounds of the County Library building located at 4975 Overland Avenue, Culver City; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

WHEREAS, pursuant to the Culver City Municipal Code Section 3.07.075, the City Manager may execute this agreement on behalf of the City.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of fifty-three thousand five hundred seventy-one dollars (\$53,571.00). Payments shall be paid on demand in the following manner:

76553

31 MAY 20, 2008

Year 1:	July 1, 2008	\$8,775.00
Year 2:	July 1, 2009	\$9,652.00
Year 3:	July 1, 2010	\$10,617.00
Year 4:	July 1, 2011	\$11,680.00
Year 5:	July 1, 2012	\$12,847.00

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2008, and terminating on June 30, 2013, unless terminated early as provided herein.

3. The CITY shall maintain in a good and workmanlike manner the area known as the Rock Garden; and said maintenance to consist of mowing and edging grassed areas, pruning of shrubs, cultivation of flower beds, application of water, furnishing and applying insecticides and fertilizer, renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers (the "Grounds Maintenance").

4. In the event the CITY is prevented from performing the Grounds Maintenance services for Rock Garden, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year any annual payment prepaid by the COUNTY.

5. For the purpose of performing said Grounds Maintenance, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Rock Garden at a level of appearance comparable to the CITY'S Courtyard and City Hall.

6. The CITY shall have the option to sub-contract for the Grounds Maintenance of the Rock Garden without prior consent of the COUNTY and, as long as the Rock Garden is maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any the CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents (COUNTY) from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any the CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. Throughout the term of this Agreement, the CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY

sub-contract all or any part of this grounds maintenance service, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

ATTEST:

CITY OF CULVER CITY:

By: Martin R. Cole
~~Ela Valladares~~ MARTIN R. COLE
Deputy City Clerk:

By: [Signature]
for Jerry Fulwood
City Manager:

APPROVED AS TO FORM:

By: Carol A. Schwab
Carol A. Schwab
City Attorney

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy



ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: [Signature]
Deputy

By: [Signature]
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
David R. Beaudet
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 MAY 20 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76553

31 MAY 20, 2008